

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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SCOPE OF WORK
PROVISIONS

FOR

TEAMSTER

(SAN DIEGO COUNTY)

6/16/97 – 6/15/01

MASTER LABOR AGREEMENT

BETWEEN

THE ASSOCIATED GENERAL CONTRACTORS

OF AMERICA

SAN DIEGO CHAPTER, INC.

AND



BUILDING MATERIAL, CONSTRUCTION, INDUSTRIAL,
PROFESSIONAL AND TECHNICAL
TEAMSTERS UNION — LOCAL #36

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SECTION 2 – TERM–TERMINATION AND RENEWAL:

- A. THIS AGREEMENT SHALL BECOME EFFECTIVE ON JUNE 16, 1997, AND SHALL REMAIN IN FULL FORCE AND EFFECT THROUGH JUNE 15, 2001, AND FROM YEAR TO YEAR THEREAFTER, UNLESS EITHER PARTY HAS GIVEN SIXTY (60) DAYS WRITTEN NOTICE TO THE OTHER PARTY PRIOR TO JUNE 15, 2001, OR JUNE 15 OF ANY SUBSEQUENT YEAR, OF ITS INTENTION TO AMEND, MODIFY OR TERMINATE.
- B. WHILE THIS AGREEMENT CONTINUES IN EFFECT, NEITHER PARTY WILL MAKE DEMANDS UPON THE OTHER PARTY FOR ANY CHANGES IN CONDITIONS OR BENEFITS, OR FOR ANY NEW OR ADDITIONAL CONDITIONS OR BENEFITS.

SECTION 3 – AREA COVERED:

THE AREA COVERED BY THIS AGREEMENT SHALL BE SAN DIEGO COUNTY, CALIFORNIA, AND SAN CLEMENTE ISLAND, CALIFORNIA.

SECTION 4 – WORK COVERED:

- A. WORK COVERED BY THIS AGREEMENT SHALL INCLUDE ALL JOBSITE WORK PERFORMED BY THE EMPLOYER OR ITS SUBCONTRACTOR FOR THE CONSTRUCTION, IN WHOLE OR IN PART, OR THE IMPROVEMENT OR MODIFICATION THEREOF, OF ANY PROJECT OR OTHER WORK AND OPERATIONS WHICH ARE INCIDENTAL THERETO, AND THE ASSEMBLY, OPERATION, MAINTENANCE, AND REPAIR OF ALL EQUIPMENT, VEHICLES, AND OTHER FACILITIES USED IN CONNECTION WITH THE PERFORMANCE OF THE AFOREMENTIONED JOBSITE WORK AND SERVICES.
- B. SO FAR AS IT IS WITHIN THE CONTROL OF THE EMPLOYER, ALL MATERIALS, SUPPLIES AND EQUIPMENT USED ON THE JOB SHALL BE TRANSPORTED TO OR FROM OR ON THE SITE OF THE WORK BY WORKMEN FURNISHED BY THE UNION SIGNATORY HERETO. NOTHING HEREIN CONTAINED SHALL BE CONSTRUED TO PROHIBIT THE NORMAL DELIVERY OF FREIGHT BY COMMON CARRIER.
- C. THIS AGREEMENT COVERS JOBSITE CONSTRUCTION WORK ONLY. JOBSITE IS DEFINED AS AN AREA WITHIN WHICH CONSTRUCTION WORK IS BEING PERFORMED, THE BOUNDARIES FOR WHICH ARE THE SAME AS THOSE BOUNDARIES DELINEATED IN THE SPECIFICATIONS FOR THE JOB OR PROJECT WHICH MAY INCLUDE SUCH REFERENCES AS RIGHT-OF-WAY, PARCEL, SUBDIVISION MAP, DEDICATED STREET, OR LOT. WHEN TRUCKS ARE BOTH LOADED AND UNLOADED ON THE EMPLOYER'S PROJECT, IT SHALL BE

CONSIDERED JOBSITE WORK. IN THE CASE OF SUBDIVISIONS OR PLANNED UNIT DEVELOPMENT WHERE CONSTRUCTION PHASES ARE STIPULATED BY CONSTRUCTION CONTRACTS, JOBSITE WILL MEAN ONLY THAT AREA COVERED BY PHASES OR UNITS CURRENTLY UNDER CONSTRUCTION AND UNDER THE EMPLOYER'S CONTROL.

- D. WITH RESPECT TO TEAMSTERS, ANY WORK WHICH IS NOT EXCLUSIVELY JOBSITE WORK SHALL BE COVERED BY THIS AGREEMENT, AND SPECIFICALLY SECTION 31 WORKING RULES, PARAGRAPH (Z).

SECTION 5 – RECOGNITION OF EMPLOYER:

THE EMPLOYERS HEREBY RECOGNIZE THE UNION WHO IS SIGNATORY HERETO AS THE SOLE AND EXCLUSIVE BARGAINING REPRESENTATIVES OF ALL EMPLOYEES OF THE EMPLOYERS SIGNATORY HERETO OVER WHOM THE UNION HAS THE WORK JURISDICTION. IT IS UNDERSTOOD THAT THE UNION DOES NOT AT THIS TIME, NOR WILL THEY DURING THE TERMS OF THIS AGREEMENT, CLAIM JURISDICTION OVER THE FOLLOWING CLASSES OF EMPLOYEES:

THE EMPLOYERS, EXECUTIVES, CIVIL ENGINEERS AND THEIR HELPERS, SUPERINTENDENTS, ASSISTANT SUPERINTENDENTS, MASTER MECHANICS, TIMEKEEPERS, MESSENGER BOYS, OFFICE WORKERS, OR ANY EMPLOYEES OF THE EMPLOYER ABOVE THE RANK OF FOREMAN, PROVIDED, HOWEVER, THAT IT SHALL BE IN VIOLATION OF THIS AGREEMENT IF THE EMPLOYER PERFORMS, OR USES ANY OF THESE CLASSES OF EMPLOYEES TO PERFORM, ANY OF THE WORK ORDINARILY PERFORMED BY THE WORKMEN CLASSIFIED HEREIN.

SECTION 6 – OBLIGATIONS OF EMPLOYER:

- A. THIS AGREEMENT IS BINDING UPON THE EMPLOYER REGARDLESS OF WHETHER OR NOT IT CHANGES THE NAME, OR STYLE, OR ADDRESS OF ITS BUSINESS, IF THE EMPLOYER CONTINUES TO PERFORM WORK COVERED UNDER SECTION 4 OF THIS AGREEMENT. AN EMPLOYER SHALL INCLUDE ANY FIRM, PARTNERSHIP, COMPANY, OR CORPORATION, OR OTHER BUSINESS ORGANIZATION, EXCLUDING DEVELOPER, IN WHICH SUCH EMPLOYER HAS A MAJORITY OWNERSHIP INTEREST. THE EMPLOYER SHALL GIVE NOTICE IN WRITING TO THE UNION OF ANY INTENT TO CHANGE THE NAME, STYLE, OR ADDRESS OF ITS BUSINESS, OR TO PERFORM BUSINESS UNDER MORE THAN ONE NAME OR STYLE, OR AT MORE THAN ONE ADDRESS, PRIOR TO THE ADOPTION OF A NEW OR DIFFERENT NAME, STYLE, OR ADDRESS, OR THE ADDITION OF NEW NAMES, OR STYLES, OR ADDRESSES AS SPECIFIED HEREIN.
- B. THE EMPLOYER SHALL CONTINUE TO BE BOUND BY THE TERMS OF THIS AGREEMENT UNDER THE NEW NAME OR METHOD OF OPERATION,

EMPLOYING ONE OR MORE EMPLOYEES. WHEN OWNER OPERATORS ARE WORKING ON A JOB COVERED BY THIS MASTER LABOR AGREEMENT, THEIR EMPLOYMENT SHALL BE COVERED BY THE OWNER OPERATOR CLAUSE OF THIS AGREEMENT.

10. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THIS SECTION 31 SHALL BE APPLICABLE ONLY TO OWNER OPERATORS PERFORMING (OR WHOM, UPON THEIR EMPLOYMENT, WILL BE PERFORMING) WORK TO BE DONE UNDER SECTION 4.
11. IF THE EMPLOYER THROUGH A THREE (3) MAN COMMITTEE SELECTED IN ACCORDANCE WITH THE PROCEDURE DESCRIBED IN THE STEWARDS CLAUSE CONTAINED IN SECTION 10 IS FOUND VIOLATING ANY PORTION OF THIS SECTION, THE EMPLOYER SHALL IMMEDIATELY PAY FOR EACH OWNER OPERATOR WITH RESPECT TO WHOM THE EMPLOYER IS IN VIOLATION, A SUM EQUAL TO ONE (1) DAYS PAY AT THE HIGHEST HOURLY RATE COVERING WAGE AND FRINGE BENEFIT COSTS UNDER THIS AGREEMENT FOR EACH DAY OR PORTION THEREOF THE VIOLATION OCCURRED, SUCH MONEY TO BE MADE PAYABLE TO THE LEUKEMIA SOCIETY, SAN DIEGO CHAPTER, BY CHECK AND PROMPTLY MAILED TO TEAMSTERS, LOCAL NO. 36.
12. WHEN A TRUCK OR PIECE OF EQUIPMENT IS DRIVEN OR OPERATED BY ITS OWNERS AND IS USED ON WORK COVERED BY THIS AGREEMENT, THE OWNER DRIVER OR OPERATOR OF SAID TRUCK, OR PIECE OF EQUIPMENT, SHALL RECEIVE A RATE OF PAY NOT LESS THAN THAT SPECIFIED IN THIS AGREEMENT AND SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

C. SPECIAL WORKING RULES AND CONDITIONS FOR CONTRACTORS - PERMANENT SHOPS AND YARDS:

WORK PERFORMED IN THE CONTRACTOR'S PERMANENT SHOPS AND YARDS SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND SHALL CONFORM TO THE PROVISIONS CONTAINED IN SECTION 20 HEREIN.

D. GREASING AND FUELING:

ON A GREASE AND FUELING TRUCK, WHEN AN ENGINEER OILER AND A TEAMSTER FUELER WORK INTERCHANGEABLY SERVICING TRUCKS AND OTHER EQUIPMENT, THE RATES AND HOURS SHALL BE IDENTICAL.

E. TEAMSTER-ENGINEER SHIFT WORK:

TEAMSTER EMPLOYEES WORKING ON A PHASE OF A PROJECT WITH OPERATING ENGINEERS WILL WORK THE SAME SHIFT ARRANGEMENT, EXCEPT AS PROVIDED FOR IN SECTION 20 HEREOF WHERE THE CONTRACTOR SCHEDULES A SATURDAY MAKE-UP DAY AND/OR A FOUR (4) DAY TEN (10) HOUR PER DAY SHIFT ARRANGEMENT.

F. TOOLS AND TOOL SECURITY:

1. WRENCHES OVER TWO (2) INCHES AND SOCKET WRENCHES MORE THAN THREE-QUARTER (3/4) INCH DRIVE, AND ALL TORQUE WRENCHES, SHALL BE FURNISHED BY THE EMPLOYER.
2. THE INDIVIDUAL EMPLOYER SHALL PROVIDE AT EACH YARD OR JOBSITE, A SECURE PLACE WHERE HIS TEAMSTER MECHANIC AND/OR HELPER MAY KEEP HIS TOOLS. IF ALL OR ANY PART OF A TEAMSTER MECHANIC AND/OR HELPER'S KIT OR WORKING TOOLS IS LOST BY REASONS OF THE FAILURE OF THE INDIVIDUAL EMPLOYER TO PROVIDE SUCH A SECURE PLACE, OR BY FIRE, FLOOD, OR THEFT INVOLVING FORCIBLE ENTRY WHILE IN THE SECURE PLACE DESIGNATED BY THE INDIVIDUAL EMPLOYER, THE INDIVIDUAL EMPLOYER SHALL REIMBURSE SUCH TEAMSTER MECHANIC AND/OR HELPER FOR ANY SUCH LOSS, SUBJECT TO A MINIMUM LOSS OF \$50.00 AND A MAXIMUM LOSS OF \$5,000.00. IN ORDER TO OBTAIN THE BENEFITS OF THIS PARAGRAPH, A TEAMSTER MECHANIC AND/OR HELPER MAY BE REQUIRED TO PROVIDE THE INDIVIDUAL EMPLOYER WITH THE INVENTORY OF HIS TOOLS AT THE TIME HE COMMENCES WORK AND AN ADDITIONAL INVENTORY EVERY THREE (3) MONTHS.

G. MOVEMENT OF EQUIPMENT:

WHEN EQUIPMENT IS MOVED FROM ONE CONSTRUCTION JOB TO ANOTHER, OR FROM YARD TO JOBSITE, OR VICE VERSA, BY AN EMPLOYEE COVERED BY THIS AGREEMENT, SUCH TRANSPORTATION SHALL BE UNDER THE WAGE SCALE AND CONDITIONS OF THIS AGREEMENT. IN ADDITION, THE DRIVER TRANSPORTING SUCH EQUIPMENT WILL BE PAID REASONABLE EXPENSES INCURRED ON SUCH TRIP AND WILL BE GIVEN RETURN TRANSPORTATION OR A REASONABLE ALLOWANCE, THEREFOR, FROM THE POINT OF DELIVERY OF THE EQUIPMENT DIRECT TO HIS STARTING PLACE, AND PAY THEREFOR AT THE REGULAR STRAIGHT TIME HOURLY WAGE RATE FOR THE ACTUAL HOURS SPENT IN TRAVELING; PROVIDED, THAT HE SHALL NOT BE PAID MORE THAN EIGHT (8) HOURS STRAIGHT TIME PAY AT HIS REGULAR WAGE RATE.

H. ASSIGNED EQUIPMENT OVERTIME:

THE INDIVIDUAL EMPLOYEE OR CREW REGULARLY ASSIGNED TO A PIECE OF EQUIPMENT SHALL BE GIVEN PREFERENCE WHEN AVAILABLE, AND ABILITY BEING COMPARABLE WHEN THE PIECE OF EQUIPMENT IS REQUIRED, TO DO OVERTIME WORK.

I. FINES:

THE EMPLOYER WILL PAY FINES RESULTING FROM OVERLOADING TRUCKS WHEN SAME HAS BEEN DONE UNDER THE DIRECT ORDERS OF THE EMPLOYER OR ANY OF HIS AGENTS AUTHORIZED TO ISSUE SUCH ORDER.

J. PICK-UP TRUCK:

PICK-UP TRUCKS OTHER THAN THOSE SUBSTANTIALLY USED BY JOB FOREMEN AND SUPERINTENDENTS WHEN USED FOR THE PURPOSE OF HAULING SUPPLIES OR MATERIALS TO OR ON THE JOBSITE, INCLUDING PULLING LIGHT TRAILERS WITH SUPPLIES OR MATERIALS AND/OR BY ANY OTHER MOTIVE POWER ON THE JOBSITE, THE DRIVER IS TO BE A TEAMSTER OR DUAL CARD CARRIER AS PROVIDED FOR IN THIS SECTION 31.

K. DRIVERS ASSIGNED TO TRUCKS:

TRUCK DRIVERS MAY LOAD AND UNLOAD THE TRUCK THEY ARE ASSIGNED.

L. BOOTMEN'S CLOTHING:

EMPLOYERS TO FURNISH OILSKINS, JACKET AND TROUSERS, RUBBER BOOTS AND GLOVES TO BOOTMEN WORKING ON ROAD OILERS.

M. WARRANTY CLAUSE:

NOTHING IN THIS AGREEMENT SHALL LIMIT THE RIGHT OF CONTRACTORS TO UTILIZE MACHINERY AND EQUIPMENT DEALERS TO PERFORM MAJOR REPAIRS AND WARRANTY WORK ON MACHINERY AND EQUIPMENT ON OR OFF THE JOBSITE. ALL OTHER MAINTENANCE AND REPAIRS WHICH ARE NORMALLY AND CUSTOMARILY PERFORMED BY PERSONS IN THE CLASSIFICATION OF REPAIRMAN SHALL BE PERFORMED BY EMPLOYEES COVERED BY THIS AGREEMENT.

N. ASPHALT AND MATERIAL PLANTS:

WORK PERFORMED AT THE EMPLOYER'S ASPHALT AND MATERIAL PLANTS SHALL BE COVERED UNDER THE TERMS OF THIS AGREEMENT AND SHALL CONFORM TO SECTION 20 HEREOF.

O. GROUP CLASSIFICATION:

1. GROUP I (SEE APPENDIX "A")

SWAMPERS, HELPERS, FUELMAN (FUELER WITHOUT TRUCKS), MECHANIC TRAINEE AND DELIVERY BY PICKUP TRUCKS.

GROUP I A

MOTORIZED TRAFFIC CONTROL, PICK-UP TRUCK ON JOBSITE.

GROUP II

2 AXLE DUMP TRUCKS
2 AXLE FLAT BED
BUNKERMAN
CONCRETE PUMPING TRUCK
INDUSTRIAL LIFT TRUCK
TRUCK REPAIRMAN HELPER
WELDER HELPER
WAREHOUSEMEN
WAREHOUSE CLERK
FORKLIFT UNDER 15,000 LBS.

GROUP III

2 AXLE WATER TRUCK
3 AXLE DUMP TRUCK
3 AXLE FLAT BED
EROSION CONTROL NOZZLEMAN
DUMP CRETE TRUCK LESS THAN 6 ½ YARDS
FORKLIFT 15,000 LBS. AND OVER
PRELL TRUCK
PIPELINE WORK TRUCK DRIVER
ROAD OIL SPREADER, CEMENT DISTRIBUTOR, OR SLURRY DRIVER
BOOTMAN
ROSS CARRIER

4. THE UNION SHALL INDEMNIFY AND HOLD EACH EMPLOYER HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, OR OTHER FORMS OF LIABILITY THAT SHALL ARISE OUT OF, OR BY REASON OF, ANY ERRONEOUS WAGE DEDUCTION FOR WORKING ASSESSMENT FROM AN EMPLOYER, UNLESS THE UNION HAD AT THE TIME OF DISPATCH NOTIFIED IN WRITING THE EMPLOYER OF THE NON-EXISTENCE OF SUCH WAGE ASSIGNMENT, OR UNLESS THE EMPLOYER HAD THERETOFORE BEEN NOTIFIED IN WRITING BY THE ADMINISTRATOR OF EITHER THE LACK OR LAPSE OF SUCH WAGE ASSIGNMENT.

Z. OFFSITE COVERAGE:

1. THE EMPLOYER AGREES TO APPLY THIS PARAGRAPH Z TO ALL CLASSIFICATIONS SET FORTH IN PARAGRAPH O OF THIS SECTION EXCEPT CEMENT DISTRIBUTOR, EROSION CONTROL DRIVER, DUMP CRETE TRUCKS, OFF ROAD DUMP TRUCKS, TRANSIT MIX TRUCKS, DUMPSTER TRUCKS, DW 10'S, 20'S AND OVER, AND A-FRAME TRUCKS.
2. THE EMPLOYER AGREES THAT WITH RESPECT TO WORK WHICH IS NOT ENTIRELY JOBSITE WORK AND WHICH IS NEITHER SITE PREPARATION NOR ROAD/BRIDGE CONSTRUCTION, THE FOLLOWING SECTIONS OF THE MASTER LABOR AGREEMENT SHALL APPLY: SECTIONS 1, 2, 3, 4, (EXCEPT THE FIRST SENTENCE OF PARAGRAPH 2), 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 – (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z) (AA) (BB).
3.
 - a. BECAUSE OF THE UNION'S CONCERN THAT SUBCONTRACTORS WHO ARE NOT SUBJECT TO THE SAME TOTAL LABOR COSTS AS THOSE WHO ARE PARTY HERETO WILL DEPRIVE UNION MEMBERS EMPLOYED HEREUNDER OF WORK OPPORTUNITIES BECAUSE OF LOWER LABOR COSTS, IT IS AGREED AS FOLLOWS:
 - b. DEFINITION OF SUBCONTRACTOR: A SUBCONTRACTOR IS DEFINED AS ANY PERSON (OTHER THAN AN EMPLOYEE COVERED BY THIS AGREEMENT), FIRM, OR CORPORATION WHO AGREES IN WRITING TO PERFORM OR WHO IN FACT PERFORMS FOR OR ON BEHALF OF AN INDIVIDUAL CONTRACTOR, ANY PART OR PORTION OF THIS WORK COVERED BY THIS PARAGRAPH OF THIS AGREEMENT.
 - c. CONTRACTOR AGREES TO SUBCONTRACT ONLY TO A CONTRACTOR WHOSE LABOR COSTS ON SUCH JOBS, AT ALL

TIMES DURING THE TERM OF HIS SUBCONTRACT HEREUNDER, ARE NOT LESS THAN THOSE OF CONTRACTORS PERFORMING WORK COVERED BY THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, COSTS OF VACATION, HOLIDAY, MEDICAL, HOSPITALIZATION, WAGES, PREMIUM, DENTAL, LIFE INSURANCE, AND RETIREMENT BENEFITS AS PROVIDED BY THIS AGREEMENT.

AA. PAVING JOBS:

SHOULD ANY PAVING OR PAVING MAINTENANCE JOB, AND ONLY A PAVING OR PAVING MAINTENANCE JOB, BY NECESSITY AND BID DOCUMENT, SPECIFICATION, OR SOLICITATION, REQUIRE THAT THE PAVING PORTION OF THE JOB BE PERFORMED ON A SATURDAY, AND/OR SUNDAY, SECTION 21 A 3, 20 B 5, 25 A, 25 B, AND 25 C, SHALL NOT APPLY FOR THAT WORK ONLY.

1. FOR PAVING WORK PERFORMED BETWEEN 5:00 A.M. AND 6:00 P.M., EMPLOYEES PERFORMING THAT WORK SHALL BE PAID AT THEIR STRAIGHT TIME WAGE AND FRINGE BENEFITS.
2. ALL PAVING WORK BEFORE 5:00 A.M. AND/OR AFTER 6:00 P.M., OR IN EXCESS OF EIGHT (8) CONSECUTIVE HOURS, EXCLUSIVE OF MEAL PERIOD, AND ALL SUCH WORK PERFORMED ON A SATURDAY AND SUNDAY IN EXCESS OF FORTY (40) HOURS PER WEEK, SHALL BE PAID AT THE RATE OF TIME AND A HALF
3. THE EMPLOYER SHALL PERFORM WORK COVERED BY THIS SECTION ONLY WITH ITS OWN EMPLOYEES. IN ORDER TO INCREASE JOB OPPORTUNITIES FOR LOCAL 36 MEMBERS, THE EMPLOYER SHALL NOT SUBCONTRACT WORK COVERED BY THIS SECTION TO ANYONE EXCEPT BY MUTUAL CONSENT OF THE PARTIES TO THIS AGREEMENT.
4. AT LEAST ONE (1) DAY PRIOR TO COMMENCEMENT OF THE PAVING WORK ON A SATURDAY OR SUNDAY, THE EMPLOYER MUST CALL A PRE-JOB CONFERENCE AND PRESENT TO THE UNION REPRESENTATIVE AN APPROPRIATE BID OR OTHER DOCUMENT SUFFICIENT TO SATISFY THE UNION THAT THE PAVING WORK MUST BE PERFORMED ON A SATURDAY AND/OR SUNDAY.
5. THE ASSIGNMENT OF WORK PURSUANT TO THIS SECTION SHALL BE ON A STRICTLY VOLUNTARY BASIS. NO EMPLOYEE SHALL BE DISCRIMINATED AGAINST, DISCIPLINED, OR DISCHARGED FOR DECLINING WEEKEND WORK AS SET FORTH IN THIS SECTION. SHOULD AN INSUFFICIENT NUMBER OF EMPLOYEES CHOOSE TO PERFORM THE